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UNCLAS SECTION 01 OF 08 KABUL 000376

DEPARTMENT FOR SRAP, SCA/FO, SCA/A, EUR/RPM
STATE PASS TO AID FOR ASIA/SCAA
USFOR-A FOR POLAD

SENSITIVE
SIPDIS

E.O. 12958: N/A

TAGS: [MOPS](#) [MARR](#) [PREL](#) [EAID](#) [AF](#) [SW](#)

SUBJECT: Embassy Kabul Clarifications to Sweden's Interim Reply on Life-Support MOU

REF: (A) Stockholm 796 (B) State 129187

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11. (SBU) This is an Action Request. Embassy Kabul recommends that Department instruct Embassy Stockholm to deliver the following points in response to Stockholm 796 and reftels:

-- The U.S. Government is pleased that your Government welcomes the expansion of USG civilian presence in the Swedish PRT. We would like to offer clarifications to your questions, in order to allow your Government to deliver a formal reply.

-- We understand that the Swedish PRT is somewhat limited in its ability to provide security and mobility for an increasing number of civilians in your PRT. For our own civilians, all the areas in the Swedish PRT are "self-drive." As such, we have inserted amended language on ground movement in paragraph V.F. of the attached amended version of the MOU.

-- (SBU) The official opening of the U.S. Consulate in Mazar-e Sharif will not obviate the unique governance and development responsibilities of our civilians at the PRT. Therefore, we intend to establish and maintain a civilian presence in Sar-e Pol, Samangan and Jowzjan in addition to the consulate. Since all the PRTs in the Swedish region would be covered by this Memorandum of Understanding, and because our civilians are all currently under "self-drive" regulations, we consider the amended language in the latest version of the MOU sufficient to address this concern.

-- (SBU) We understand your government, along with the German government, is engaged in discussions with the Government of Turkey over how a possible establishment of a "humanitarian" Turkish PRT in Jowzjan would affect the regional security and force protection responsibilities of Swedish troops. We would be interested exchanging views on this matter. In Jowzjan, we currently contemplate placing U.S. civilian representatives at a U.S. FOB to be completed in April 2010. In the meantime, we have provided a copy of the MOU to the Turkish Embassy for their information informing them of our current life-support discussions with all Coalition Partners. If we decide we would like to place U.S. civilians at the Turkish PRT at some point in the future, we would negotiate an appropriate MOU with Turkey at that time.

12. Full amended text of MOU:

MEMORANDUM OF UNDERSTANDING
between
EMBASSY OF THE KINGDOM OF SWEDEN, AFGHANISTAN
and
U.S. MISSION AFGHANISTAN
for the
Provision of Life, Security and Mobility Support at Swedish-Operated

Facilities in Afghanistan

The purpose of this Memorandum of Understanding (MOU) is to specify Logistic Support, Supplies and Services (LSSS) requirements, authorities and responsibilities between Sweden and the U.S. Mission-Afghanistan (Mission) (the Participants) for the support of U.S. Government personnel under the authority of the U.S. Chief of Mission (U.S. COM) in Afghanistan (hereinafter referred to as "U.S. Mission personnel"). The Participants intend that U.S. Mission personnel should be located on Swedish-operated posts, bases, camps, or stations (Swedish-operated facilities) and should be part of the Provincial Reconstruction Team (PRT) to support the stabilization, reconstruction, counterinsurgency (COIN) and development strategy for Afghanistan.

I. BACKGROUND

The reconstruction and development of Afghanistan is a NATO priority which includes support to COIN and stabilization, the promotion of reconciliation, support for economic development, and building the capacity of Afghan provincial governments to hasten their transition to self-sufficiency. The U.S. strategy and efforts in Afghanistan are rapidly expanding and developing and include an increase in the number of U.S. Government (USG) civilian experts, working under the authority of the U.S. COM, and coordinated by a Senior Civilian Representative (SCR) in each of the four geographic regions of Afghanistan, supporting reconstruction and development of the country. In order to effectively and efficiently meet NATO objectives in Afghanistan, including those pertaining to COIN and stabilization, there is also a need to locate U.S. Mission personnel at NATO Coalition Partner PRTs and Regional Commands (RCs). The U.S. COM intends to locate up to four (4) U.S. Mission personnel at Swedish-operated facilities. Should the number of U.S. Mission personnel need to be increased, consultations between the

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Participants should be held prior to the addition of U.S. Mission personnel at a Swedish-operated facility.

II. DEFINITIONS

a) Combat Operating Post/Base (COP/B) - Usually occupied by a platoon/battery/company/troop-sized element capable of quick reaction in support of operations, security, civic assistance, or humanitarian assistance relief. A COP/B is dependent upon a Forward Operating Base (FOB) for logistical support and is characterized by limited infrastructure. A COP/B may consolidate to a FOB as a contingency matures or may be turned over to Host Nation forces for continued improvement.

b) District Support Team (DST) - A combined civilian and military action group which is responsible for integrating the activities of all elements of the group in an assigned district. The DST activities are conducted across all Lines of Operation (LOO), security, governance, development and strategic communications within the Commander International Security Assistance Force (ISAF) Shape, Clear, Hold, Build. DSTs are embedded into a maneuver battalion or company.

c) Forward Operating Base (FOB) - A FOB supports tactical operations normally with established support facilities. It is established to extend command and control or communications or to provide support for training and tactical operations. Facilities may be established for a temporary period or an extended period and may include an airfield or an unimproved airstrip.

d) Logistic Support, Supplies and Services (LSSS) - Such assistance may consist of food, water, bath and sanitation, morale, welfare and recreation and operational facilities, furnished accommodations, office space, expendable office supplies such as stationery, office machinery such as copiers, faxes, scanners and printers, transportation, petroleum, oils, lubricants, communication services, engineering services, medical services, mortuary services, base operation support (and construction incident thereto), storage services, use of facilities, spare parts and components, repair and

maintenance services, basic utilities/services (e.g., power, water, sewer, fire protection, drainage, waste management, hazardous material management, and environmental services) and, fortification and construction materials. This term also includes the temporary use of vehicles and other non-lethal items of military equipment, where such temporary use is permitted under respective national laws and regulations.

e) Provincial Reconstruction Team (PRT) - A combined civilian and military team that operates under joint policy guidance from the Base Commander and the Swedish Embassy which aims to perform development, reconstruction and governance activities and to serve a monitoring and reporting function. Unlike DSTs, PRTs are stand alone organizations.

f) Regional Command (RC) - The RCs coordinate all regional civil-military activities conducted by the military elements of the PRTs, DSTs and military Task Forces (TFs) in their Area of Responsibility (AOR).

g) Senior Civilian Representative (SCR) - The lead American civilian in each geographic region of Afghanistan who coordinates the work of all USG civilians under U.S. COM authority within that region to ensure coherence of political direction and development efforts, and implements U.S. policy and guidance.

h) Stabilization Coordination Center (SCC) - The tactical and strategic hub at RCs where a joint force of civilian personnel and military partners implement COIN and stabilization activities.

i) Task Force (TF) - Brigade combat teams with specific AORs which may perform development and reconstruction activities to implement the COIN and stabilization strategy.

j) U.S. Mission personnel - USG personnel under the authority of the U.S. Chief of Mission in Afghanistan, to include Locally Employed Staff (LES) and Third Country Nationals (TCNs) employed by the USG.

k) U.S. Civilian Team Leader - The lead of the U.S. Mission personnel at each of the coalition-led facilities as designated by the SCR.

III. GENERAL PROVISIONS

a) This MOU sets forth the understandings of the Participants regarding their respective roles and responsibilities in locating U.S. Mission personnel on a Swedish-operated facility. The LSSS should be provided to U.S. Mission personnel on a reimbursable

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basis.

b) This MOU is not intended to identify each and every LSSS requirement or to prejudice the ability of the Participants to make requests for LSSS not specifically stated herein. Rather, this MOU is intended to address the majority of LSSS issues and to provide baseline direction for LSSS responsibilities. Except in emergency circumstances, additional LSSS beyond that provided herein should take the form of a written request in accordance with Annex A. Such requests may be for reimbursable or non-reimbursable support.

c) This MOU applies to personnel under the authority of the U.S. COM in Afghanistan, except as otherwise provided herein.

d) Nothing in this MOU constitutes an obligation of funds by either Participant, but clarifies the roles and responsibilities of both Participants in supporting the U.S. Mission personnel located at Swedish-operated facilities. Any transfer of funds for the support of U.S. Mission personnel located at Swedish-operated facilities, should be through a separate obligating instrument, subject to the availability of funds and in accordance with any attached Annexes.

e) Participants should consult on a regular basis regarding planned staffing patterns, financial information and the need for LSSS, security and mobility support requirements for incoming U.S. Mission personnel at Swedish-operated facilities.

f) U.S. Mission personnel remain subject to U.S. COM authority for all guidance and direction including political, economic, development and diplomacy, with respect to their activities in country. The U.S. COM provides U.S. Mission personnel with guidance and direction regarding those activities, as the U.S. COM deems appropriate. U.S. Mission personnel present at Swedish-operated facilities should not be in uniform, carry a weapon (unless authorized by U.S. Diplomatic Security), participate in the supervision or interrogation of prisoners, or engage in combat or law enforcement activities.

g) Invoicing and reimbursement arrangements, in accordance with Annex A, should be established between the USG and SWEDEN to address LSSS requirements for U.S. Mission personnel residing and working at Swedish-operated facilities. Such arrangements should also set forth the USG's responsibility for furnishing its personnel with any support and/or equipment deemed necessary by the respective USG agency, but not furnished by Sweden, which may include vehicles and drivers for use on Swedish-operated facilities, personal protective equipment (e.g., body armor), office equipment, information technology (IT) (e.g., computers, printers, radios, dishes, mobile phones, commercial internet, televisions and telephone networks), and related services for use by U.S. Mission personnel at the relevant facility or facilities. Annex A provides information regarding invoicing and reimbursement of costs incurred by Sweden for U.S. Mission personnel of the individual USG agencies, subject to the availability of funds.

h) This MOU does not impose, nor is it intended to impose, any legal commitments or obligations on the Participants.

IV. FORCE PROTECTION RESPONSIBILITY

a) The Participants understand that Sweden will provide U.S. Mission personnel force protection within the perimeter of the Swedish-operated facility at the same level as that provided to all other personnel residing on the Swedish-operated facility.

b) While present at a Swedish-operated facility, U.S. Mission personnel are expected to comply with all guidance and direction provided by the Base Commander relating to all matters of security, force protection and freedom of movement on and off the Swedish-operated facility.

V. RESPONSIBILITIES OF SWEDEN

As described below, Sweden intends to provide LSSS to U.S. Mission personnel to the same standard as that provided to Swedish staff located within the Swedish-operated facility.

A. Accommodations and Office Space

1. Sweden, should provide U.S. Mission personnel, except LES, with furnished residential accommodation in containerized housing units (containers) or in a purpose built accommodation block or accommodation pods. Units of accommodation should be hardened against the effects of blast. Where necessary, additional U.S. Mission personnel and/or visitors may be housed in overflow accommodations in hardened containers of varying specifications.

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The nature and timing of staff attachments mean that no account can be taken of grade or seniority in allocating accommodations, which may be on a shared basis.

2. Sweden should provide U.S. Mission personnel with shared, furnished office space, office machinery such as copiers, faxes, printers and scanners and IT/Communications, such as Sweden. In the office space, Sweden will provide access to telephones, except mobile phones, with telephone outlets in the office spaces, as reasonably required, and computer network connectivity for the U.S. Mission-supplied hardware. At peak periods some element of sharing of desk space may be required.

3. In the accommodations, Sweden will use its best endeavors to provide wiring for internet, television and telephone lines,

according to the prevailing situation and limitations in the Swedish-operated facility. In the office space, Sweden should provide access to telephones with telephone outlets in the office spaces, as reasonably required, and computer network connectivity for the U.S. Mission-supplied hardware.

14. Sweden should dedicate parking spaces for U.S. Mission personnel vehicles, if applicable.

1B. Life Support

Sweden intends to provide general life support to U.S. Mission personnel at the same level provided to Swedish staff at the Swedish-operated facility. Sweden intends to provide all services including food, water, electricity, lighting, air-conditioning/heating, drainage and sewerage and plant maintenance for the accommodations and office space and maintain all internal and external fixtures, plumbing, water, and electrical requirements of the accommodations and office space to include ongoing maintenance and general repairs required to maintain serviceability of the facility due to normal use.

1C. Medical Services

Sweden intends to provide resuscitative medical care. Resuscitative care is the aggressive management of life and limb-threatening injuries. Interventions include emergency medical treatment, advanced trauma management, and lifesaving surgery to enable the patient to tolerate evacuation to the next level of care.

Resuscitative care also includes medical care when life, limb, or eyesight is jeopardized and dental care. Examples of an emergency include: refills of prescription/life-dependent drugs, broken bones, lacerations, broken teeth or bridgework, or lost crowns or fillings.

If required, MEDEVAC should be provided. Primary medical or dental care is authorized for U.S. Mission personnel on a cost reimbursement basis based on the existing capabilities of Medical Treatment Facilities (MTF) at the Swedish-operated facilities. Primary care includes inpatient and outpatient services; non-emergency evacuation; non-emergency pharmaceutical support; non-emergency dental services and other medical support as determined by appropriate military authorities based on recommendations from the joint force command surgeon and existing capabilities of the forward-deployed MTFs. Sweden intends to transfer remains of U.S. Mission personnel for U.S. mortuary services provided at Bagram Airfield.

1D. Security

11. Security of staff is paramount. All U.S. Mission personnel are expected to comply with all security regulations and instructions as specified by the Base Commander. The U.S. COM retains ultimate security responsibility for U.S. Mission personnel located at Swedish-operated facilities. U.S. Mission personnel are expected to follow the same security guidance as applies to Swedish staff at the Swedish-operated facility.

12. All U.S. Mission personnel, except LES, are expected to attend a security induction briefing and benefit from any daily intelligence summaries, threat assessments and threat mitigation measures which are constantly reviewed for the PRT staff. All U.S. Mission personnel, except LES, should have 24-hour access to the security management team. Radios (together with 24-hour monitored security operations room and maintenance back-up) may be allocated to U. S. Mission personnel, except LES, to assist in their security. LES should receive a verbal briefing and attend a security meeting every two weeks.

1E. Ground Movement

11. The Participants understand that the monthly flat rate fee covers transport outside the Swedish-operated facility. Ground movement capability is critical to the success of the joint civilian military

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mission. The Participants understand that the PRT Base Commander will provide ground movement for U.S. Mission personnel. Readily available ground movement capability is critical to the success of

the reconstruction, COIN, stabilization and development strategy for Afghanistan. The Base Commander will make every effort to accommodate requests by the U.S. Mission personnel team leader for such transportation.

¶2. The Participants understand that the Base Commander will incorporate the U.S. Mission personnel team leader into stability and security efforts. This integration will facilitate the comprehensive and integrated approach in the development and execution of shape, clear, hold, build operations in support of the overall campaign plan. The Participants understand that this integration will facilitate a joint assessment of the request for transportation and weigh it against COIN and stabilization objectives, logistical capabilities, and force security concerns, and will prioritize travel requests accordingly

¶3. The Participants understand that the Base Commander will ensure that Coalition Forces assigned to ISAF under his control, within the means and capabilities available, will provide secure travel for the U.S. Mission personnel to conduct official business in the assigned area of operation. The Participants understand that the number of trips provided will depend on the capacity available and will be assessed according to the same standard as for all the other members of the Swedish-operated facility, based on current joint operational priorities and assessed threat.

¶4. The U.S. Mission personnel team leader will submit a prioritized list of movement requests for ground transportation assets at least 48 hours in advance of travel.

¶F. Self-Drive Movements

The Participants understand that the Swedish-operated facility military units will provide a Quick Reaction Force (QRF) and Medical Evacuation (MEDEVAC) for U.S. Mission personnel assigned to the Swedish-operated facility (excluding LES) as needed. U.S. Mission personnel assigned to the Swedish-operated facility are expected to advise the PRT Base Commander and staff of any off-compound travel. U.S. Mission personnel are required to provide the PRT Base Commander and security staff with all travel itineraries in advance of a trip and to coordinate communication, ideally with at least two methods of communication (cell phone, satellite phone or radio) with the PRT Base Commander and security staff for emergency purposes. U.S. Mission personnel are required to test these communications measures with the PRT Base Commander's staff prior to departing from the Swedish-operated facility.

¶G. Reimbursement.

On a quarterly basis, Sweden should invoice the DOS at Embassy Kabul for services provided to the U.S. Mission personnel located at Swedish-operated facilities. The USG intends, subject to the availability of funds, to pay Sweden a flat rate per person, in accordance with Annex A. Such invoices should contain the costs of the LSSS provided to each U.S. Mission personnel.

VI. RESPONSIBILITIES OF THE U.S. MISSION

¶A. Mission Responsibilities. The U.S. Mission intends to do the following with respect to U.S. Mission personnel located at a Swedish-operated facility:

¶1. Inform individual USG agencies with personnel located at the Swedish-operated facilities that the agencies are responsible for furnishing IT, (e.g., laptops, one shared small printer, and mobile phones) as necessary for their agency personnel to be fully functional and provide for the maintenance and functionality of their IT/Communication and any supplied laptops and printers.

¶2. Direct U.S. Mission personnel to comply with all guidance and directions relating to all matters of security, force protection, and freedom of movement on and off the facility, as set forth in this MOU.

¶3. Direct U.S. Mission personnel to adhere to all policies, directions, and Standard Operating Procedures (SOPs) regarding proper licensing of vehicles, badge procedures, and base access for USG employees, including LES and TCNs. The U.S. Mission should

maintain and update its knowledge regarding such policies, directions and SOPs.

¶4. Ensure that only U.S. Mission personnel with appropriate security clearance levels are located at the Swedish-operated facilities.

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Also ensure that access to classified information is consistent with the requirements of the NATO security regulations or bilateral security agreements between Sweden and the U.S.

¶5. Inform individual USG agencies that they are responsible for providing vehicles and drivers for transportation on the Swedish-operated facilities, as necessary. Individual USG agencies should provide for the maintenance of such vehicles for this purpose. All maintenance support provided by Sweden for fuel, equipment or vehicles for individual USG agency personnel located at Swedish-operated facilities should be on a reimbursable basis by the U.S. Mission through the DoS to Sweden.

¶6. Direct U.S. Mission personnel to adhere to Standards and Tenants Policy for Swedish-operated facilities.

¶7. Inform individual USG agencies that they are responsible for providing all personal protective equipment including body armor for their personnel, as necessary. Any body armor or personal protective equipment provided by Sweden for U.S. Mission personnel should be on a reimbursable basis.

¶8. Direct U.S. Mission personnel to coordinate with the Swedish-operated facility personnel and the PRT Base Commander regarding the base access of any LES or TCNs working for the U.S. Mission.

¶9. Clear U.S. Mission personnel to be located at Swedish-operated facilities. U.S. Mission personnel, including LES and TCNs cleared by the U.S. Regional Security Officer, Embassy Kabul, should be issued access badges to permit them access to the Swedish-operated facility by the relevant security personnel or the PRT Base Commander.

¶B. Funding: Reimbursement to Sweden by the USG for U.S. Mission personnel located at Swedish-operated facilities should be accomplished in accordance with Annex A, on a quarterly basis, and is subject to the availability of funds.

VII. DISPUTE RESOLUTION PROCESS

Any dispute about the interpretation or application of this MOU should only be resolved by consultations between the Participants and should not be referred to any national or international tribunal or third party for settlement.

VIII.EFFECTIVE DATE, MODIFICATION AND TERMINATION

¶1. Activities under this MOU are intended to commence on the date of the last signature. This MOU may be modified by mutual written consent. Any modifications to Annex A resulting from any new internal rules or procedures should be approved by both Participants and confirmed by exchange of letters. This MOU should remain in effect unless discontinued by either Participant, which should provide ninety days' written notice to the other Participant.

¶2. This MOU should comprise two copies signed in the English language.

KARL W. EIKENBERRY
Ambassador Ambassador
U.S. Embassy Embassy of the Kingdom of Sweden
Kabul, Afghanistan Kabul, Afghanistan

Date Date

ANNEX A
DETAILED SUPPORT ARRANGEMENTS

I. PURPOSE

a) The purpose of this Annex is to facilitate the provision of mutual Logistic Support, Supplies and Services (LSSS) from Sweden to U.S. Mission personnel located at Swedish-operated facilities in Afghanistan as provided for in the MOU.

b) Sweden should use its best endeavors, consistent with national priorities, to satisfy requests, but it is understood the provision of such LSSS is subject to the availability of the requested LSSS and funds. Additional LSSS may be provided as mutually determined.

II. FINANCIAL PROVISIONS

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Monthly Support Costs

Area of SupportCost Per Person Per Month ()Accommodation
(Office & Residential) Office Support Services (telephone,
internet, stationery, office machinery such as copiers, faxes,
printers and scanners, IT equipment, except mobile phone
service)Management Staff support costsCost of Life Support,
including

- Food
- Access to Primary Medical Care*
- Access to medical repatriation and any other medical costs*
- (* - Primary healthcare and medical repatriation arrangements may change during the lifetime of this agreement)

Total Monthly CostTotal Monthly Cost for LSSS under the MOU

Note: All the above costs are variable, based on the head-count in post each month. Sweden should issue invoices based on these quoted figures, using the head-count for each month. Invoices are
nvoices are
anticipated to be at least one quarter behind. These figures should be reset for subsequent financial years.

III. BILLING DATA

These fees are payable at the end of each quarter, for the first time for the period from the date of which this MOU takes effect. If this MOU takes effect on a date other than the 1st day of a month, the amount payable for the first and last months of the period of the MOU should be reduced pro rata. The billing above should be based on a full month rate. If a person stays at a Swedish-operated facility for 14 consecutive nights or more, that individual should be included in the head-count figure for that month during which the stay occurred. Should U.S. Mission personnel arrive at the Swedish-operated facility prior to and including the 15th of the month, a full unit price should be charged. After the 15th of a month, the Swedish PRT Team should charge half of the monthly flat rate. Payment should be made to the following account:

Account name:
Sort code:
Account number:
Swift:
IBAN:
Bank address:

IV. PROCEDURES FOR ORDERING LSSS

A) For ongoing services such as food, lodging, petroleum, oil and lubricants, the Swedish PRT Team and the DOS should establish appropriate procedures to clearly identify, record and control the quantity and monetary value of the LSSS requested/provided and the terms and method of delivery. Any procedures/forms used should facilitate the proper completion, support, submission and payment of invoices as detailed above.

B) The ordering and provision of LSSS that are not for ongoing

services should be subject to the following procedures:

¶1. The DOS Point of Contact (POC) should initially contact the Swedish PRT POC to determine availability and price for a requested LSSS prior to placing an order. The Swedish PRT POC should inform the DOS POC placing the order of availability and price, location and other necessary information in writing.

¶2. The DOS POC should forward a written order form to the Swedish PRT POC to provide the LSSS.

¶3. The DOS POC should not initiate any request for LSSS unless funds or other agreed payment means are available.

¶V. POINTS OF CONTACT

¶A. Technical Points of Contact

U.S. Government-U.S. Embassy, Kabul
Coordinator
Interagency Provincial Affairs
U.S. Embassy Kabul
Great Masood Road
Kabul, Afghanistan
202-216-6288 ext. 8186

Government of the Kingdom of Sweden

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¶B. Financial POCs

U.S. Government-U.S. Embassy, Kabul
Financial Management Office
U.S. Embassy Kabul
Great Masood Road
Kabul, Afghanistan
202-216-6288 ext. 8429

Government of the Kingdom of Sweden

¶C. Security POCs

U.S. Government-U.S. Embassy, Kabul
Regional Security Office
U.S. Embassy Kabul
Great Masood Road
Kabul, Afghanistan
202-216-6288 ext. 8361

Government of the Kingdom of Sweden

ANNEX B FURNISHINGS

The following is intended to be an illustrative list of furnishings for accommodations and office spaces at Swedish-operated facilities:

EIKENBERRY